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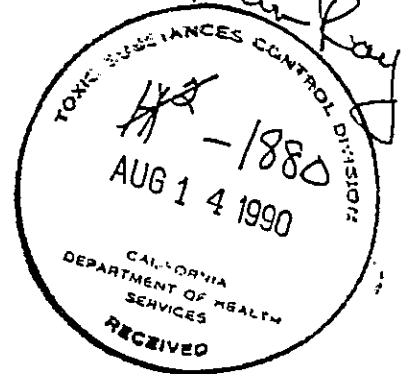
RECORDING REQUESTED BY:
HOWARD K. HATAYAMA
 WHEN RECORDED, MAIL TO:

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WARRIOR COUNTY RECORDER
 SAN MATEO COUNTY
 OFFICIAL RECORDS

Department of Health Services
 Toxic Substances Control Program
 Region 2
 700 Heinz Avenue, Suite 200
 Berkeley, CA 94710
 Attention: Howard K. Hatayama
 Regional Administrator

COVENANTTO RESTRICT USE OF PROPERTYWILLARD PRODUCTS

This Covenant and Agreement ("Covenant") is made on the 25th day of June, 1990, by 4 S Partnership ("Covenantors") who are the owners of record of certain property situated in the City of Redwood City, County of San Mateo, State of California, described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and by the California Department of Health Services (the "Department"), with reference to the following facts:

- A. The soil and groundwater at and beneath the Property contain chemicals which are classified as Hazardous Substances under Section 25316 of the Health and Safety Code.
- B. Pentachlorophenol (PCP), xylene, acetone, methanol, isopropyl alcohol, and methyl ethyl ketone (MEK) have been detected on-site in the soil.

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Pentachlorophenol (PCP), xylene, acetone, methanol, and methyl ethyl ketone (MEK) have also been detected in the lower shallow groundwater aquifer.

- C. Covenantors desire and intend that in order to protect the present or future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property which may result from Hazardous Substances which have been deposited on unspecified portion(s) of the Property.
- D. The Covenantors have been required to undertake remedial measures on the Property with the goal of removing certain Hazardous Waste and Hazardous Substances from the Property and eliminating future hazards to public health, public safety or the environment. The remedial measures which the Covenantors will implement are specified in the Remedial Action Plan for Willard Products, as approved by the Department in October 1988 and revised in January 1989.

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ARTICLE I
GENERAL PROVISIONS

1.01 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions are imposed pursuant to Sections 25355.5 of the Health and Safety Code and run with the land pursuant to Section 25355.5. Each and all of the Restrictions are enforceable by the Department.

1.02 Concurrence of Owners Presumed. All Owners and Occupants shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and

assignees, and the agents, employees, and lessees of such Owners and Occupants, that the Restrictions as herein established must be adhered to for the benefit of future Owners and Occupants and that their interest in the Property shall be subject to the Restrictions contained herein.

- 1.03 Incorporation into Deeds and Leases. Covenantors desire and covenant that the Restrictions set out herein shall be incorporated by reference in each and all deeds and leases of any portion of the Property.

ARTICLE II

DEFINITIONS

- 2.01 Department. "Department" shall mean the California State Department of Health Services and shall include its successor agencies, if any.
- 2.02 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Property.

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- 2.03 Occupants. "Occupants" shall mean those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to occupy any portion of the Property.
- 2.04 Owners. "Owners" shall mean the Covenantors or their successors in interest, including heirs and assigns, who hold title to all or any portion of the Property.
- 2.05 Hazardous Substance. "Hazardous Substance" shall mean those chemicals, substances, compounds, pollutants, and wastes defined in Section 25316 of the Health and Safety Code.
- 2.06 Hazardous Wastes. "Hazardous Wastes" shall mean those wastes defined as hazardous or extremely hazardous pursuant to Sections 25115 and 25117 of the Health and Safety Code and implementing regulations.
- 2.07 Remedial Action Plan. "Remedial Action Plan" shall mean the final remedial action plan to be implemented by Willard Schoenfeld, Inc., on the Property, as described in the September 1988 report, prepared by Canonie Engineers entitled "Final Remedial Action Plan for Willard Products," as approved by the Department in October 1988 and revised in January 1989.

2.08 Property. "Property" shall mean the land situated in the City of Redwood City, California, as described in Exhibit "A" attached hereto and incorporated herein by this reference.

2.09 Cap. "Cap" shall mean the low permeability asphalt or concrete cover to be placed and maintained on the Property, as described in the Remedial Action Plan.

ARTICLE III

DEVELOPMENT, USE AND CONVEYANCE OF THE PROPERTY

3.01 Restrictions and Covenants Regarding Use. Covenantors, Owners and Occupants each promise to comply with the following requirements relating to the Property:

- A. No Owner or Occupant shall act in any manner that will aggravate or contribute to the existing contamination at the Property or interfere with the implementation of the Remedial Action Plan at the Property.
- B. No Owner or Occupant will construct, place, maintain or use on the Property any building or structure which is

intended or used for human residential or dwelling purposes, a school for persons under 18 years of age, a day care center for children, a senior citizen center, or a hospital or health care clinic.

- C. No Owner or Occupant shall disturb the Cap or the function of any portion of the groundwater extraction and treatment system or monitoring system which are part of the Remedial Action Plan.
- D. Any or all Hazardous Wastes must be managed in accordance with all applicable requirements of the Department.
- E. No production wells shall be drilled without the express prior written approval of the Department and any other agency with jurisdiction. Monitoring or other test wells are not subject to this provision.
- F. The Owner and Occupants shall maintain the integrity of the Cap to prevent access and exposure to Hazardous Substances in the soil and groundwater beneath the Property at all times. This shall include maintenance

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of the Cap as well as the fencing surrounding the Property.

- G. The Owner or Occupants shall notify the Department and the Regional Water Quality Control Board of each of the following: 1) the type, cause, location and date of any disturbance to the Cap which could affect the ability of the Cap to contain subsurface Hazardous Substances on the Property, and 2) the type and date of repair of such disturbance. Notification to the Department shall be made by registered mail within five (5) working days of both the discovery of cap disturbance and the completion of repairs.

3.02 Conveyance of Property. The Owner shall provide a thirty (30) days advance notice to the Department of any sale, lease, or other conveyance of the Property or an interest in the Property to a third person. The Department shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property.

3.03 Enforcement. Failure of a Covenantor, Owner, or Occupant to comply with any of the requirements, as set forth in

paragraph 3.01, shall be grounds for the Department, by reason of the Covenant, to require that such Covenantor, Owner, or Occupant modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant by a Covenantor, Owner, or Occupant shall be grounds for the Department to file civil and criminal actions against such noncomplying Covenantor, Owner, or Occupant as provided by law. Covenantors or Owners shall be responsible for taking corrective measures but shall not be liable for civil or criminal penalties based on the actions of Occupants which violate the provisions of the Covenant despite receiving prior advance notice of its provisions.

3.04 Notice in Agreements. All Owners and Occupants shall execute a written instrument which shall accompany all purchase, lease, sublease, or rental agreements relating to the Property. The instrument shall contain the following statement:

"The land described herein contains hazardous substances. Such condition renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of

Division 20 of the Health and Safety Code. This statement is not a declaration that a hazard exists."

ARTICLE IV

RIGHT OF ENTRY

4.01 Covenantors hereby grant to the Department a right of entry on the Property at reasonable times for the purposes of inspection, surveillance, monitoring, and maintenance, as deemed reasonably necessary by the Department to determine and ensure compliance with the conditions of this Covenant and implementation of the Remedial Action Plan. For such purposes, the Department shall, whenever possible, give reasonable notice of its intent to enter and shall exercise its right in a manner so as not to unreasonably disturb the Occupants. This paragraph shall not limit these rights granted to the Department under Section 25185 of the Health and Safety Code, including to enter the Property as reasonably necessary to protect the public health, the public safety and the environment.

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ARTICLE V

VARIANCE AND TERMINATION

- 5.01 Variance. Any Owner or, with the Owner's consent, any Occupant of the Property or any portion thereof may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Section 25233, Health and Safety Code.
- 5.02 Termination. Any Owner or, with the Owner's consent, an Occupant of the Property or a portion thereof may apply to the Department for a termination of the Restrictions as they apply to all or any portion of the Property. Such application shall be made in accordance with Section 25234, Health and Safety Code.
- 5.03 Term. Unless terminated in accordance with paragraph 5.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

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ARTICLE VI
MISCELLANEOUS

- 6.01 No Dedication Intended. - Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property of any portion thereof to the general public or for any purposes whatsoever.
- 6.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective 1) when personally delivered to Samantha Schoenfeld, or to the officers of the 4 S Partnership or their successors in interest (provided that a copy of any such notice not personally delivered to Samantha Schoenfeld is mailed to her), or to an official of a government agency being served, or 2) three (3) business days after deposit in the mail if mailed by United states mail, postage paid certified, return receipt requested:

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FOR COVENANTOR:

To: "Covenantors"
4 S Partnership
175 Glen Aulin Lane
Burlingame, CA 94010

Copy to: Jon Heim, Esq.
Lerner and Veit
425 California Street, 3rd Floor
San Francisco, CA 94104

FOR DEPARTMENT:

Department of Health Services
Toxic Substances Control Program
Region 2
700 Heinz Avenue, Suite 200
Berkeley, CA 94710
Attention: Howard K. Hatayama
Regional Administrator

6.03 Partial Invalidity. If any portion of the Restrictions set forth herein or terms is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

6.04 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

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6.05 Recordation. This instrument shall be executed by the Covenantors and by the Regional Administrator. This instrument shall be recorded by the Covenantors in the County of San Mateo within ten (10) days of the date of execution.

6.06 References. All references to Code sections include successor provisions.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

OWNER:

4 S Partnership

By: Willard Schoenfeld

Title: Partner

Signature: Willard Schoenfeld

Date: 6/25/90

By: Meredith Schoenfeld

Title: Partner

Signature: Meredith Schoenfeld

Date: 6/25/90

By: Henry Spitz

Signature: Henry Spitz

Title: Partner

Date: 6/25/90

DEPARTMENT OF HEALTH SERVICES

By: Howard K. Hatayama

Signature: Howard K. Hatayama

Date: 7/13/90

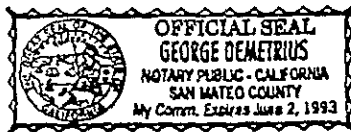
Title: Regional Administrator
Region 2

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STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

On JUNE 25, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared Willard Schoenfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed within instrument as owner of the property described.

WITNESS my hand and official seal.



George Demetrius
Notary Public in San Mateo County
California

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STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

On JUNE 25, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared Meredith Schoenfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed within instrument as owner of the property described.

WITNESS my hand and official seal.



George Demetrius
Notary Public in San Mateo County
California

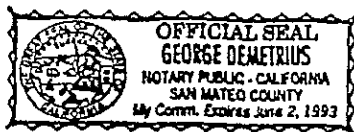
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STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

On JUNE 25, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared Henry Spiro, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed within instrument as owner of the property described.

WITNESS my hand and official seal.



George Demetrius
Notary Public in San Mateo County
California

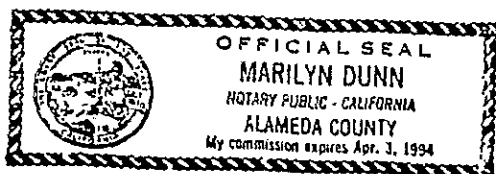
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STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

On July 12, 1990, before me, the undersigned, a Notary Public in and for said state, personally appeared Howard K. Hatayama, proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Regional Administrator, Region 2, Toxic Substances Control Program of the Department of Health Services, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.



Marilyn Dunn
Notary Public in Alameda County
California

Woodhouse, as said lands are described in that certain Deed recorded October 20, 1959 in Book 3691 of Official Records at page 496, Records of San Mateo County, California, said point being distant North 55° 13' 21" West 3.55 feet, along last said line, from the most Easterly corner of last said lands.

PARCEL III:

A NON-EXCLUSIVE EASEMENT appurtenant to Parcel I above, for the construction, maintenance, use and operation of a railroad track in, over and upon a strip of land 20 feet wide, the center line of which strip is specifically described as follows:

BEGINNING at a point on the Northerly boundary line of lands described as Parcel 2 in that certain Deed to Arthur N. Blomquist and Elsie U. Blomquist, his wife, from Blomquist Oil Service, Inc., dated February 1, 1961 and recorded February 17, 1961 in Book 3936 of Official Records at page 449 (File No. 32424-T), Records of San Mateo County, California, said point being distant North 55° 13' 12" West 72.54 feet from the point of intersection of the courses North 55° 13' 12" West 411.22 feet and North 88° 53' 28" West 936.33 feet, as recited in the last said Deed; thence from said point of beginning of a tangent curve to the left; thence along the arc of last said curve, having a radius of 383.06 feet, through a central angle of 13° 48' 18", an arc length of 92.30 feet; thence North 20° 35' 59" East 87.39 feet to a point at the beginning of a tangent curve to the right; thence along the arc of last said curve, having a radius of 383.06 feet, through a central angle of 14° 45' 30", an arc length of 98.67 feet; thence North 35° 21' 29" East 89.23 feet to a point at the beginning of a tangent curve to the right; thence along the arc of last said curve, having a radius of 440.00 feet, through a central angle of 42° 52' 30", an arc length of 338.58 feet; thence 78° 13' 59" East 520.22 feet to a point at the beginning of a tangent curve to the left; thence along the arc of last said curve, having radius of 800 feet, through a central angle of 2° 38' 55", an arc length of 36.98 feet to a point on the Easterly line of said lands of Blomquist Oil Service and the Easterly terminus of the herein described center line.

PARCEL IV:

A NON-EXCLUSIVE EASEMENT appurtenant to Parcel I above, for the construction, maintenance, use and operation of a railroad track, in, over and upon a strip of land 20

feet wide, and lying 10 feet on each side of the following described center line, and being a portion of that certain 14.517 acre parcel conveyed to the Bayshore Development Company, a California corporation, by Deed recorded December 30, 1955 in Book 2943 of Official Records at page 483, Records of San Mateo County, California, said strip being more particularly described as follows:

BEGINNING at a point on the Easterly line of that certain 12.266 acre parcel described in the Deed to Blomquist Oil Service, recorded April 28, 1949 in Book 1654 of Official Records at page 705, Records of San Mateo County, California, distant thereon North 0° 03' 30" East 1917.47 feet from the Southeasterly corner of said Parcel; thence North 80° 36' 30" East 63.02 feet; thence along the arc of a curve to the left, on a radius of 382.252 feet, through a central angle of 19° 00', a distance of 126.76 feet; thence North 61° 36' 30" East 52.27 feet to a point on the Northwestern line of the 20 foot easement recorded in Book 3107 of Official Records at page 256, Records of San Mateo County, California.

Said Easements were created by Deed dated July 14, 1966 and recorded July 15, 1966 under File No. 81769-Z, (Book 5190 of Official Records at page 374), Records of San Mateo County, California.

Assessor's Parcel No.: 052-392-200

11. Any other property of the estate not now known or discovered that may belong to the estate or in which the decedent or the estate may have any interest shall be distributed to Henry Spiro, Trustee or his successor, to be held and administered in accordance with the provisions of paragraph 9 above.

Dated: DEC 23 1987


JUDGE OF THE SUPERIOR COURT